



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

February 16, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 FEBRUARY 16, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**DELEGATE AUTHORITY TO EXECUTE AMENDMENT NO. 1
TO CONTRACT NUMBER 76454 FOR ROWLAND HEIGHTS AREA PARKS
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

SUBJECT

The purpose of the recommended action is to request delegated authority to the Director of the Department of Parks and Recreation to execute Amendment No. 1 to Contract Number 76454 for park maintenance services at Rowland Heights Area Parks for the purpose of transferring and assigning the contract from the current contractor, Mariposa Landscapes, Inc., to Service Scape.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed action exempt from the California Environmental Quality Act in accordance with Sections 15378 (b) (4) and (5) of the State California Environmental Quality Act Guidelines, because the action is an administrative/fiscal activity which by its terms does not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.
2. Delegate authority to the Director of the Department of Parks and Recreation, to execute Amendment No. 1 to Contract Number 76454 for park maintenance services at Rowland Heights Area Parks. Amendment No. 1 will transfer and assign the contract from Mariposa Landscapes, Inc., to Service Scape. The effective date of this transfer and assignment will begin the first day of the month, following execution.
3. Delegate authority to the Director of the Department of Parks and Recreation to approve, when necessary, future assignments and delegations of services of Contract No. 76454, in order to ensure

continuation of grounds and landscape maintenance services, provided that County Counsel approves as to form prior to such assignment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 15, 2008, your Board approved Contract Number 76454 (Contract) to provide park maintenance services for Rowland Heights Area Parks for a term of two years with three one-year option periods for the annual cost of \$208,596 with Mariposa Landscapes, Inc (Mariposa). On April 30, 2009, the Director of the Department of Parks and Recreation (Director) approved Change Notice Number 1 to the Contract adding building maintenance services and increasing the Contract sum from \$208,596 to \$221,879.64. Mariposa approached the Department of Parks and Recreation (Department) to report that it could no longer financially and operationally continue to provide the level of quality services required of the County of Los Angeles (County). The Department recognized their financial position and agreed by mutual consent to have the Contract assigned to Service Scape.

The purpose of the recommended action will enable the Department to continue to provide park maintenance services at the present service levels without an increase in contract costs.

The Department has reviewed the financial records, business references, and staffing plan for Service Scape. Service Scape agrees to the County's contract and level of service requirements in the Contract including paying its employees the County's Living Wage requirements.

Implementation of Strategic Plan Goals

The recommended action will further the County's Strategic Plan Goals of Operational Effectiveness (Goal 1), through the provision of quality maintenance services by contract at a savings over cost of direct County service provision, and Community and Municipal services (Goal 3), by enriching the lives of County residents and visitors by ensuring quality regional open space, recreational and public works infrastructure services for County residents, and deliver customer oriented municipal services to the County's diverse unincorporated communities.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the Amendment No. 1, substantially similar to Attachment I, there is no change in the costs for the park maintenance services. The proposed assignment continues to be cost effective.

Operating Budget Impact

There is no budget impact as a result of this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the current Contract terms all assignments and delegation are presented as an agenda item for Board's approval. Under the recommended action, the Director will use delegated authority to execute Amendment No. 1.

Amendment No. 1 to the Contract will both transfer and assign all duties, responsibilities, obligations

and performance requirements from Mariposa to Service Scape.

The Department has reviewed the financial records, work history, references and labor reports and finds that Service Scape will be a responsible contractor to provide park maintenance services at Rowland Heights Area Parks. In addition, Service Scape currently provides park maintenance services for the County under separate contracts for the Arcadia Area Parks and the Foothill Area Parks and agrees to all the County's required provisions of the Contract and the contract cost, which remains cost effective.

County Counsel has approved Amendment No. 1 as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed administrative action is not subject to California Environmental Quality Act (CEQA) in that the action does not meet the definition of a project according to Sections 15378 (b) (4) (5) of the State CEQA Guidelines, because the action is an administrative/fiscal activity which by its terms do not involve any commitments to any specific projects which may result in a potentially significant physical impact on the environment.

CONTRACTING PROCESS

The contracting process does not apply since the proposed Amendment No. 1 is for an existing contract approved by the Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to return two adopted copies of this action to the Department for further processing.

Respectfully submitted,



RUSS GUINEY
Director

RG:KEH:GB
CM:MG:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Mariposa Landscapes, Inc.

**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 76454
DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS**

This Amendment Number 1 is made and entered into this 24th day of February 2010,

by and between

County of Los Angeles
(hereinafter "County")

and

Mariposa Landscapes, Inc.
(hereinafter "Assignor")

and

Service Scape
(hereinafter "Assignee")

WHEREAS, on January 15, 2008, County and Assignor entered into a Park Maintenance Service Contract for the Rowland Heights Area Parks, further identified as County Contract Number 76454, and any amendments thereto (all hereinafter referred to as "Contract"); and

WHEREAS, on April 30, 2009, the Director of the Department of Parks and Recreation (Director) approved Change Notice Number 1 adding maintenance services of a newly constructed building and increasing the Contract sum by less than 10%; and

WHEREAS, on July 21, 2009, the Board adopted Los Angeles County Code Chapter 2.206, Ordinance Number 2009-0026, creating the Defaulted Property Tax Reduction Program; and

WHEREAS, pursuant to Section 8, Changes and Amendments, Paragraph 8.3 of the Contract, the County reserves the right to add and/or change such provisions as required by the Board Chief Executive Officer, or designee; and

WHEREAS, this Amendment Number 1 contains amended provisions and exhibits consistent with the County's right and the Assignee has affirmed the implementation of these provisions and exhibits, and

WHEREAS, Paragraph 9.1, Assignment and Delegation, of Contract prohibits Assignor from delegation of its duties or assigning its rights thereunder without the prior written consent of County; and

WHEREAS, it is the desire of the parties hereto, to delegate the duties and assign the rights under Contract, from Assignor to Assignee; and

WHEREAS, this Amendment Number 1 will be prepared and executed by the Assignor and Assignee and the Director; and

NOW, THEREFORE, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 The existing Section 1.0, Applicable Documents, shall be amended to replace the following Exhibits:

1.1.1 Exhibit G - Internal Revenue Service Notice No. 1015

1.1.2 Exhibit N - Contractor Acknowledgement and Confidentiality Agreement

1.2 The existing Section 1.0, Applicable Documents, shall be amended to include the following Exhibits:

1.2.1 Exhibit P - Defaulted Property Tax Reduction Program

1.2.2 Exhibit Q - Certification of Compliance with the County's Defaulted Property Tax Reduction Program

1.3 Exhibit N and Exhibit Q above shall be signed by the Assignee and returned to the County to form a part of this Amendment Number 1.

2.0 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The existing Contract shall be amended to include the following sections:

"9.52 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

9.52.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially

from County through contract are currently in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers.

9.52.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County code Chapter 2.206.

9.53 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reductions Program

Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.52, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which county may terminate this contract and/or pursue debarment of Contractor, pursuant to County code chapter 2.206."

3.0 ASSIGNMENT AND DELEGATION

- 3.1 Assignor does hereby assign, transfer, grant, convey and set over unto Assignee, without further liability for performance thereon, all right, title and interest in and to Contract.
- 3.2 Assignee does hereby accept the foregoing assignment of the Contract and assumes responsibility for the performance of all promises, covenants, and conditions of said Contract on the part of the contractor therein named to be performed.
- 3.3 All rights and responsibilities under the Contract have been assigned and delegated by Assignor to Assignee, effective the first day of the month following approval of the Director.

3.4 County hereby consents to such assignment and delegation.

3.5 Assignor and Assignee shall heretofore separately prorate between themselves, to the extent necessary, any monthly payment due and paid under this Contract prior to the first day of the month following approval of the Director.

4.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 1 shall remain in full force and effect and are hereby reaffirmed.

5.0 EFFECTIVE DATE

The effective date of this Amendment Number 1 shall be as identified in Paragraph 3.5 hereinabove.

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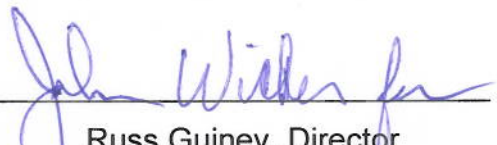
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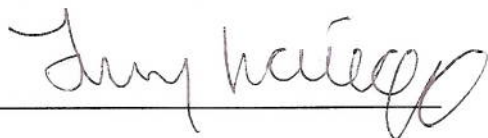
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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Contract Amendment Number 1 to be subscribed by its Director of the Department of Parks and Recreation and Assignor and Assignee have caused the same to be subscribed in its respective behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By 
Russ Guiney, Director
Department of Parks and Recreation

ASSIGNOR
Mariposa Landscapes, Inc.


By 

ASSIGNEE
Service Scape

By 

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN

County Counsel

By 
Christina A. Salseda, Principal Deputy

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } s.s.

On this 18TH day of February, 2010, before me, Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared Terry Noriega, as the President of Mariposa Landscapes, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Dean C. Logan
Registrar-Recorder/County Clerk
County of Los Angeles

By _____


Deputy County Clerk

STATE OF CALIFORNIA }
 } s.s.
COUNTY OF LOS ANGELES }

On this 18TH day of February, 2010, before me, Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared Randy Zbinden, as the President of Service Scape personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Dean C. Logan
Registrar-Recorder/County Clerk
County of Los Angeles

By


Deputy County Clerk



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

EXHIBIT G

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

EXHIBIT N

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME Service Scape

Contract No. 76454

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: 

DATE: 2/18/10

PRINTED NAME: Randy Zbinden

POSITION: President

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

EXHIBIT P
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT P
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT P
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

EXHIBIT P
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT Q

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: <u>SERVICE-SCAPE</u>		
Company Address: <u>9716 COTTONWOOD WAT</u>		
City: <u>ALTA LOMA</u>	State: <u>CA.</u>	Zip Code: <u>91737</u>
Telephone Number: <u>909 7021045</u>		Email address: <u>service-scape@verizon.net</u>
Solicitation/Contract For <u>WDS.</u> Services: <u># 76454</u>		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>IZ. ZBINDEN</u>	Title: <u>ACES</u>
Signature: <u>[Signature]</u>	Date: <u>2-18-10</u>

Date: 2-18-10